

## **LAW ENFORCEMENT**

### **Cooperation**

**Agreement Between the  
UNITED STATES OF AMERICA  
and HUNGARY**

Signed at Budapest May 20, 2008



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## **HUNGARY**

### **Law Enforcement: Cooperation**

*Agreement signed at Budapest*

*May 20, 2008;*

*Entered into force July 2, 2008.*

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF HUNGARY  
FOR THE EXCHANGE OF  
SCREENING INFORMATION CONCERNING  
KNOWN OR SUSPECTED TERRORISTS**

**Preamble**

The Government of the United States of America and the Government of the Republic of Hungary (hereinafter referred to as “the Parties”);

Having determined that their joint efforts to prevent and address international terrorism should include cooperation in the timely identification of known or suspected terrorists, including the sharing of screening information concerning known or suspected terrorists, and

Desiring to establish appropriate procedures for access to, and exchange of, terrorist screening information in order to strengthen the ability of the Parties to protect against acts of terrorism,

Have reached the following agreement to guide their cooperation in the sharing and use of terrorist screening information:

**Article I**

**Definitions**

For purposes of this Agreement, the following definitions shall apply:

1. “Correcting information” means any information that is intended to correct a misidentification of a person as a known or suspected terrorist or any other error in data provided under this Agreement.
2. “Need to know” means that an authorized holder of information has concluded that a prospective recipient requires access to specific information in order to perform or assist in a lawful and authorized governmental function related to the purposes of this Agreement.

3. "Providing Party" means, with regard to information provided under this Agreement, the Government of the United States of America or the Government of the Republic of Hungary, as the case may be.
4. "Receiving Party" means, with regard to information received under this Agreement, the Government of the United States of America or the Government of the Republic of Hungary, as the case may be.
5. "Relevant Agency" means any domestic governmental authority authorized by domestic law to have access to information provided under this Agreement or that may be asked, in the event of an encounter as described in Article IV, to provide additional information or take other actions to assist in accomplishing the stated purposes of this Agreement as set forth in the Preamble.
6. "Suspected terrorists" means individuals reasonably suspected to be, or who have been engaged, in conduct constituting, in preparation for, in aid of, or related to terrorism or terrorist activities.
7. "Terrorist screening information" means identifying information about individuals known or suspected to be, or to have been, involved in activities constituting, in preparation for, in aid of, or related to terrorism or terrorist activities.

## **Article II**

### **Scope of Information Exchange**

1. Each Party agrees to provide terrorist screening information to the other in accordance with the purposes and provisions of this Agreement, except to the extent the Providing Party determines that provision of such information would be contrary to its domestic laws or national interest.
2. The Government of the United States of America agrees to provide, through the U.S. Terrorist Screening Center (TSC), to the Government of the Republic of Hungary access to terrorist screening information.
3. The Government of the Republic of Hungary agrees to provide, through its National Security Office (NSO) to the Government of the United States of America access to terrorist screening information.

4. Terrorist screening information provided under this Agreement shall include the individual's full name, known aliases, and date(s) of birth. Place(s) of birth, passport or other identity document number(s), and current and former citizenship also may be provided, if known. Any other available identifying information including identifying biometric information (e.g. fingerprints/photograph) may be provided as permitted by law and at the discretion of the Providing Party.

5. The Government of the United States of America shall not be required under this Agreement to provide the Government of the Republic of Hungary with classified national security information determined pursuant to Executive Order 12,958, as amended, or any predecessor or successor order to require protection against unauthorized disclosure and marked to indicate its classified status when in documentary form.

6. Nothing in this Agreement is intended to restrict either Party or its Relevant Agencies from requesting or exchanging information or data through existing agreements or arrangements.

### **Article III**

#### **Information Exchange Procedures**

1. Each Party shall identify a point of contact for purposes of implementing this Agreement. For the Government of the United States of America this point of contact is the TSC. For the Government of the Republic of Hungary this point of contact is the NSO. The points of contact shall identify, in writing, the primary contact person and the individuals responsible for handling encounter, technical, and redress matters arising under this Agreement. The identity of all these individuals and their contact information shall be updated as necessary by each point of contact.

2. Each Party shall provide its terrorist screening information to the other Party not later than 120 days after this Agreement enters into force. Each Providing Party shall update that information on a regular basis at least once a week.

3. If a Party becomes aware that information it received or provided under this Agreement may be materially inaccurate, then the Party, subject to its domestic laws and regulations, shall advise the other Party as soon as

practicable and provide correcting information. The Government of the United States of America shall make regular electronic updates (including corrections) to its terrorist screening information pursuant to paragraph 2 of this Article, above, but need not provide notice when such updates are made.

#### **Article IV**

##### **Implementing arrangements**

The points of contact as defined in paragraph 1 of Article III shall develop appropriate implementing arrangements to define the categories of individuals that will be included in the terrorist screening information to be provided by each Party under this Agreement and to establish the procedures to be followed in the event that the Receiving Party or a Relevant Agency thereof encounters an individual who is a potential match to terrorist screening information from the Providing Party.

#### **Article V**

##### **Use and Protection of Information**

###### **Accuracy of Information**

1. The Receiving Party shall use the most current terrorist screening information it receives from the Providing Party under this Agreement to conduct terrorist-related screening. The Receiving Party shall expeditiously update its records (i.e., correct, modify or delete) once notified of a change to an individual's watchlist status. The Receiving Party agrees not to use or rely upon information received under this Agreement, or derivatively-created information, when it has been superseded by new information, or if this Agreement is terminated, except as provided in paragraph 12 of this Article.

###### **Protection from Disclosure**

2. The Receiving Party shall limit access to information it receives from the Providing Party under this Agreement solely to its personnel and Relevant Agencies on a need-to-know basis.

3. Unless the Providing Party provides written consent, any other disclosure of information received under this Agreement shall be strictly prohibited, including but not limited to:

- a. use in any legal or administrative proceeding or process, any judicial or quasi-judicial process, or in any process that could result in public disclosure;
- b. disclosure to a third-party foreign government;
- c. disclosure to an international organization;
- d. disclosure to private parties, including the subject of terrorist screening information; and
- e. disclosure of any information regarding whether or not an individual is the subject of terrorist screening information provided under this Agreement.

4. Any reproduction, dissemination, or communication of any information provided by the Parties under this Agreement, other than name, date of birth, passport number, passport country of origin, or citizenship, must be accompanied by a statement describing the use and disclosure restrictions set forth in paragraphs 2 and 3 of this Article.

5. Requests for consent to a disclosure shall be made under the following procedures: if the Receiving Party is interested in obtaining authorization to use any terrorist screening information provided under this Agreement in any legal or administrative proceeding or process, any judicial or quasi-judicial process, or in any process that could result in public disclosure, the Receiving Party shall first contact the Providing Party through its point of contact, which will endeavor to obtain permission from the Relevant Agency that originated the information.

6. Any ambiguity or question relating to the disclosure of information exchanged under this Agreement shall be the subject of consultations between the Parties as described in Article VI.



## Physical and Electronic Security Measures

7. Each Party shall use appropriate electronic security safeguards to control access to information obtained under this Agreement.

8. Each Party shall use appropriate physical security safeguards to control access to information obtained under this Agreement and, at all times, shall store such information in a protected physical facility in accordance with its domestic law.

## Oversight and Monitoring

9. Each Party shall monitor its respective compliance with the provisions of this Agreement pertaining to the protection of information and shall communicate with the other Party, as appropriate, regarding protection and security issues.

10. Each Party shall use its best efforts to ensure that all personnel with access to information obtained under this Agreement are trained in the safeguards required to protect the information. Each Party shall keep a record of the individuals who are permitted access to the other Party's information and shall report to the other any attempts to gain inappropriate access to or inappropriately use or disclose information provided by the other.

11. Each Party shall keep an audit record regarding when information obtained under this Agreement was received, how long such information was held, and how it was used, and shall make such information available to the Providing Party, if requested. Upon request of the Providing Party, information also shall be provided regarding how long such data can be held under the domestic law of the Receiving Party.

12. In the event that either Party terminates this Agreement, each Party shall destroy all information obtained under this Agreement, to the extent practicable, unless otherwise mutually agreed in writing or unless such destruction would be contrary to a Party's record retention or legal requirements. Nothing in this paragraph, however, is intended to prohibit the Receiving Party or Relevant Agencies thereof from retaining records of any encounters of individuals identified in terrorist screening information provided by the Providing Party. Each Party shall use the most stringent procedures that are in place for the disposal of sensitive personal and/or national security information.

## **Redress**

13. Each Party should have or establish procedures for individuals to register complaints related to screening. If a Party receives a complaint related to information provided by the other Party, the Party receiving the complaint shall provide a copy of the complaint to the other Party and consult, as appropriate, with respect to any actions to be taken. Where appropriate, corrections shall be made to information provided under this Agreement by the Party that provided the information. In no event shall a Party disclose to the individual registering the complaint or to any other private party the fact that a copy of the complaint was sent to the other Party or that it pertains to information provided by the other Party under this Agreement.

14. Complaints should be accompanied by a copy of an identity document such as a passport or other government-issued photo identification that contains the individual's full name, date of birth and country of citizenship. Complaints sent to the Government of the United States of America should be translated into English before transmission. Complaints sent to the Government of the Republic of Hungary should be translated into Hungarian before transmission. Complaints shall be transmitted to the Party's redress points of contact.

## **Article VI**

### **Consultation**

1. The Parties shall consult regularly through their points of contact to promote the most effective implementation of this Agreement and to settle disputes, as necessary.

2. Disputes that may arise relating to the interpretation, application, or implementation of this Agreement that cannot be settled through consultations between the points of contact shall be settled through diplomatic channels.

## **Article VII**

### **Relationship to Other Arrangements**

1. The terms of this Agreement are not intended to prejudice or restrict any other agreement or arrangement between the Parties, including agreements or arrangements related to law enforcement, exchange of information, or counterterrorism efforts.
2. Nothing in this Agreement shall provide a private right of action against either Party.

## **Article VIII**

### **Amendment of the Agreement**

This Agreement may be amended by the written agreement of the Parties.

## **Article IX**

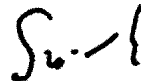
### **Entry into Force and Termination**

1. This Agreement shall enter into force on the date of the last written notification by the Parties that they have completed all of their internal procedures required for its entry into force.
2. Either Party may terminate this Agreement by giving 30 days written advance notice to the other Party. All responsibilities and understandings with respect to the use and disclosure of all information received under this Agreement prior to the termination of this Agreement shall survive such termination.

**Done**, in duplicate, at Budapest, this 20<sup>th</sup> day of May 2008, in the English language.

  
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For the Government

of the United States of America

  
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For the Government  
of the Republic of Hungary